

Sibley

IBEW #55 (Public Works)

7/1/2005 6/30/2008

SIBLEY / IBEW #55 (PUBLIC WORKS)

05-08

CITY OF SIBLEY, IOWA

Agreement With

LOCAL UNION NO. 55
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

July 1, 2005 through June 30, 2008

This Agreement made and entered into as of the 1st day of July, 2005 by and between the City of Sibley, Iowa, hereinafter known as the "Employer" or the "City", and the Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter known as the "Union".

ARTICLE I

Intent and Purpose

1.1 The parties recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers of the City of Sibley.

1.2 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, and the Public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective, efficient and economical operations of the City's business, in order to provide for the health, safety and welfare of the citizens of Sibley, and to promote the prompt and efficient performance of work assigned to employees.

ARTICLE II

Recognition

2.1 The City recognizes the Union as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No. 570 on March 9, 1976:

Included: All employees in the following departments: electric generation, electric distribution, street department, refuse collection, waste water disposal, water treatment, and all physical employees.

Excluded: All employees excluded by Section 4 of the Act and all other employees of the City in the following classifications: chief engineer of the electrical generation plant, street commissioner, garbage department manager, waste water department supervisor.

2.2 If the City agrees that other classifications come under the jurisdiction of the Union and should be included in the bargaining unit, the parties will negotiate an addendum to this Agreement covering such employees.

ARTICLE III

Definitions

3.1 An employee is one described in Article II, above.

3.2 A regular employee is a full-time, permanent employee who has completed his/her probationary period.

3.3 A permanent employee is one whose employment is intended to be permanent and not temporary. A temporary employee is one who is hired for a specific period of time or for a specific purpose. If a temporary employee's employment exceeds both the probationary period and the specific period for which he/she was hired, he/she shall become a permanent employee. Temporary employees are not covered by this Agreement and shall have no recourse to the grievance procedure.

3.4 A full-time employee is one whose normal employment schedule is for forty (40) hours per week or more.

3.5 A probationary employee is one who has not completed his/her first six (6) months of continuous service with the City as a regular employee. Probationary employees shall have no recourse to the grievance procedure with respect to suspension or discharge.

3.6 Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular employee". On or before the expiration of six (6) months continuous service of an employee, the City will notify the Union as to whether the employee will become a permanent employee.

3.7 All employees shall be retired upon attaining seventy (70) years of age.

ARTICLE IV

City and Union Rights and Responsibilities

4.1 The Union agrees for itself and for employees of the City in the bargaining unit that they will individually and collectively perform safe, efficient and diligent service; that they will use their influence and best efforts to protect the property of the City and its interests and they will cooperate in promoting and advancing the welfare of the City and its service at all times.

The City agrees, on its part, that it will cooperate with the Union to promote safe operations, harmony and efficiency among the employees covered by this Agreement.

The City and the Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this Agreement.

4.2 The Union recognizes the authority, powers, rights and prerogatives which belong solely, exclusively, and without limitation to the City, including, without limitation on the generality of the foregoing, the right to manage, operate and direct the affairs and operation of the City, to direct the work and working forces, to maintain order and efficiency, to plan, direct and control all the operations and services of the City, to suspend or discharge employees for proper cause, to schedule and assign work, to determine the size and location of the City's operations and to determine the time and amount of equipment to be used, to extend, maintain, curtail or terminate operations of the City, to determine methods and materials to be used, including the right to introduce new methods or facilities and to change or eliminate existing methods or facilities, to create, modify and terminate departments, job classifications and job duties, to subcontract, to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, the number of persons to be employed at any time and establish their duties, and to make, implement, enforce and require employees to observe rules and regulations set forth by the City.

4.3 In addition to all authority, powers, rights and prerogatives of the City set forth in Section 4.2 above and established by constitutional provisions, statute, ordinance,

charter or special act, which belong solely, exclusively and without limitation to the City, all of the authority, powers, rights and prerogatives the City had prior to this or any other Agreement with the Union are retained by and reserved to it and shall remain within its exclusive control, except as may be expressly limited by a specific provision of this Agreement.

4.4 The City will not unlawfully interfere with the right of its employees to become members of the Union. The Union will not unlawfully interfere with the right of the City's employees to refrain from Union membership. There shall be no unlawful discrimination by the City or the Union because of membership or nonmembership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the City.

4.5 For purposes of investigating pending grievances and other legitimate Union business, a duly authorized representative of the Union may, upon reasonable advance notice, have access to City premises with management's prior consent, which consent shall not be denied without good cause.

4.6 The City agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Union.

4.7 The Union agrees that neither it nor its officers, agents or representatives, nor any employee covered by this Agreement, will directly or indirectly cause, authorize, induce, encourage, instigate, ratify, condone, participate in, or refuse to attempt

to prevent any work stoppage, strike, refusal to cross any picket line, sympathy strike, slowdown, boycott, picketing, or any other action or inaction which interrupts or interferes with the operations of the City.

4.8 The City agrees to make deductions for monthly Union dues upon proper written authorization by the employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the City and the Union. It is understood that any authorization for such payroll deduction shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the City. Should the City be held liable for any observance or compliance with any Union dues authorization, the Union will indemnify, defend, and hold the City harmless from any such liability and any costs, expenses, and attorney fees incurred thereby.

4.9 The Union will be allowed reasonable space on bulletin boards for the purpose of posting official bulletins relating to the business of the Union.

4.10 If the City decides to subcontract work normally performed by employees covered by this Agreement, which decision will result in the elimination of employees covered by this Agreement, the City will notify the Union of its decision reasonably in advance of its implementation, and will, upon reasonable request, meet with the Union to discuss the impact of such decision. The Union encourages participation by the City in CETA and similar programs and accordingly, the Union agrees and has no objection to participation by the City in such programs.

ARTICLE V

Grievance Procedure

5.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

5.2 A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a misapplication or violation of a specific provision of this Agreement by the City.

5.3 Should an employee claim a grievance, it shall be processed in the following manner:

Step One: An employee who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than five (5) days after the occurrence upon which the grievance is based, by informal discussion with the appropriate immediate supervisor who is designated for this purpose by the City. The immediate supervisor will give his/her oral answer to the grievance within five (5) days after the grievance was presented to him/her.

Step Two: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to Step Two, the grievant will reduce the grievance to writing and submit it to the City Administrator or his/her designee within five (5) days after receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved, and the relief sought. The City Administrator or his/her designee will provide a written answer to the grievant within five (5) days after receipt of the written grievance. Written grievances shall be submitted in triplicate with the written statement of action taken at every step of the procedure. When the grievance is finally settled a copy shall be given to the City Administrator or his/her designee, the Union representative, and the employee.

Step Three: If the grievance is not settled at Step Two and the grievant wishes to appeal the grievance to Step Three, the written grievance shall be submitted to the Mayor or his/her designee within five (5) days after receipt of the City Administrator's written answer. The Mayor or his/her designee and the City Administrator or his/her designee will, if requested by the grievant, meet with the grievant, who may at his/her option be accompanied by a Union representative, at a time mutually agreeable to the parties and if a settlement is not reached, the Mayor or his/her designee will provide a written answer to the grievant within ten (10) days following such meeting.

5.4 If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the City Administrator within ten (10) days after receipt of the Mayor's answer in Step Three. The written notice must be signed by both the grievant and an authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall, within fifteen (15) days after receipt of the notice, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, the Union shall strike the first name from the list, the City the second, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the City and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

5.5 An arbitrator selected pursuant to the provisions of Section 5.4 shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the City, unless found to be arbitrary, capricious and unreasonable, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations. No liability shall accrue against the City for a date prior to the date upon which the grievance was first submitted. The arbitrator shall not in any way limit or interfere with the authority, powers, rights, prerogatives or discretion of the City under the terms of this Agreement or applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority, be final and binding upon the parties, unless the decision is arbitrary, capricious and unreasonable. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the City and the Union.

5.6 The reasonable expenses, fees and costs of the arbitrator, a court reporter, transcript and hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

5.7 All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to.

5.8 The time limits specified in this Article shall be strictly observed, unless an extension is mutually agreed to in writing. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

5.9 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

ARTICLE VI

Seniority

6.1 Each regular full-time employee shall be assigned a seniority date by department, which will be determined by the employee's length of continuous service calculated after successful completion of the probationary period from his/her most recent date of hire in a department, and shall be continuous until terminated as provided in Section 6.2. Length of service, as used herein, is defined as the right accruing to employees from date of employment which entitles them to preferences provided for in this Agreement.

6.2 The seniority of an employee shall terminate if the employee quits for any reason, retires, is discharged, fails to report for work within five (5) days after being notified to do so, is laid off for a period exceeding twelve (12) months or his/her seniority, whichever is lesser, fails to report for work on the first workday following the expiration of an approved leave of absence, accepts employment while on leave of absence without advance notice to the City of a reason acceptable to the City for such absence.

6.3 An employee who is transferred from the bargaining unit, laid off, or on an approved leave of absence may retain his/her seniority for no longer than twelve (12) months, but shall not continue to accrue any seniority.

6.4 An employee may not accrue or hold seniority in more than one (1) department; provided, however, that an employee with more

than one (1) year in a department may hold such seniority in the event he/she is transferred to another job classification.

6.5 "Qualifications", as used herein, is defined as the training, knowledge, physical fitness, ability and skill of an employee related to the particular work in connection with which the term is used. Qualifications, as defined herein, shall be determined solely by the City, subject to the grievance procedure.

ARTICLE VII

Layoff Procedure

7.1 In the event the City determines that employees will be laid off, the following procedure will be followed:

- (a) Employees will be laid off by department.
- (b) Probationary employees in the affected department will be laid off first.
- (c) If a further layoff is made, the City will determine which employees should be retained in order to maintain operational efficiency and have the best employees available. It is agreed that if the qualifications as defined herein are equal between or among employees affected, which shall be determined solely by the City, subject to the grievance procedure, then departmental seniority will govern.

7.2 Employees to be laid off will be notified two (2) weeks in advance of such layoff when practicable.

7.3 Laid off employees may be considered for recall for a period of time equal to twelve (12) months or his/her seniority, whichever is lesser, if their wishes are made known in writing to the City at the time of layoff. It shall be the responsibility of each employee to inform the City of his/her current address

and a telephone number at which he/she may be reached, and any changes in such address or telephone number.

7.4 The employee will notify the Business Manager of the Union at the same time he/she is notified that he/she is being laid off under the foregoing procedure.

ARTICLE VIII

Transfer Procedure

8.1 Whenever a permanent vacancy occurs in a bargaining unit job classification and the City wishes to fill such vacancy on a permanent basis, a regular employee who has been in his/her current job classification for at least twelve (12) months and who desires to permanently transfer to such vacancy in another job classification may file a written request with the City.

8.2 Such vacancies which are to be filled will be posted for a period of three (3) working days. In order to be considered, the posting must be signed by the employee or on his/her behalf within three (3) working days after the vacancy is first posted. The posting will state the job classification which is open, location of the work, and starting rate of pay. An employee shall not be required to exercise his/her seniority rights, nor shall he/she sacrifice any future rights to bid on later vacancies through his/her failure to do so.

8.3 If transfer requests are received from two (2) or more employees who the City considers qualified, as defined herein, the employee with the longest continuous service with the City

will receive first preference. If no qualified requests are received, the City may fill the vacancy by hire or transfer.

8.4 If, after following the above procedure, no qualified bids are received, the City shall be free to fill the job by hiring a new employee or the City may require a qualified existing employee with the least seniority to transfer to the new job. If an existing employee is required to permanently transfer to a new job, such new job shall be of the same or higher classification as the employee's present job.

8.5 Notice of a transfer will be given to the employee affected as soon as practicable, and employees will be kept advised of the status of the posting.

8.6 In the event that the Sub-Street Foreman position is filled by an employee holding a position in Street Maintenance, one year experience in Street Maintenance will be considered as one year experience for purposes of applying the pay scale under the Sub-Street Foreman position.

ARTICLE IX

Health and Safety

9.1 The City agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the City in maintaining City policies, rules and regulations as to health and safety. Employees shall immediately report any unsafe condition to the City. Appropriate corrective action will be taken as soon as possible.

9.2 The City shall pay to replace any glasses that have been broken during regular working hours or during overtime situations.

9.3 Equipment and tools furnished by the City at fixed locations are not to be removed from such premises without the express approval of the Superintendent.

9.4 Physical examinations may be required of applicants prior to employment. Continuing employees may be required to have a physical examination every two (2) years of which fifty percent (50%) of the cost may be paid by the City. All such examinations shall include a chest X-ray, and an electrocardiogram may be required of all employees over forty (40) years of age or when specified by the examining physician. Physicians may be chosen from the metropolitan area of Sibley.

9.5 The City shall provide employees a yearly clothing allowance of \$150.00, except those employees under the classification of chief lineman, lineman, plant operator/maintenance/lineman, and plant operator shall receive a yearly clothing allowance of \$125.00. Allowance will be for outer wear only. (Examples: work shirts, work pants, steel toed work boots, work socks, work jacket, tee shirts if for work only, work gloves). If at any time, an employee wears clothing that is un-acceptable in the eyes of Management, the employee will be relieved of their duties until he/she meets the clothing standards of Management. The clothing allowance will be considered payroll taxable (as per Auditor).

ARTICLE X

Hours of Work and Overtime

10.1 This Article is intended only to provide a basis of calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

10.2 The normal workweek for regular full-time employees, shall consist of forty (40) hours of work per week, exclusive of unpaid meal periods, of five consecutive days, Monday through Friday, and the normal workday shall consist of eight (8) hours between 7:00 a.m. and 4:00 p.m., with a one (1) hour unpaid lunch period at the time designated by the City, normally between 11:00 a.m. and 1:00 p.m. Employees will receive one (1) fifteen (15) minute rest period during each working half day at times designated by the City.

10.3 When it is necessary for hourly paid employees to work more than eight (8) hours in a workday or more than forty (40) hours in a workweek, those employees shall be paid at the rate of time and one-half their scheduled rate.

10.4 When it is necessary for hourly paid employees to work on Saturday or Sunday, those employees shall be paid at the rate of time and one-half their scheduled rate.

10.5 An employee called back to work after having completed and been released from the scheduled day's work shall, in the event he/she has already left work, receive a minimum of two (2) hours work or pay in lieu thereof at the rate of time and one-half his/her scheduled rate. This provision does not apply in case of

return to work within two (2) hours of the beginning of the employee's scheduled starting time, if the call-back is optional to the employee, or if the call-back is for the purpose of correcting a mistake made by or attributable to the employee or to perform a duty or function which the employee failed to perform during his/her scheduled hours of work.

10.6 An employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period shall be paid at double the straight time rate for all hours worked in excess of sixteen, and shall, upon release, be entitled to a six (6) hour rest period before he/she returns to work. If this rest period extends into his/her regularly scheduled working hours, he/she shall be excused from that portion of his/her regular hours, and lose no pay thereby. After receiving such rest period, the employee shall not thereafter become subject to the provisions of this Section until he/she again works sixteen (16) hours in a subsequent twenty-four (24) hour period. Such subsequent twenty-four (24) hour period shall not commence earlier than his/her reporting to work following the rest period. The twenty-four (24) hour period shall commence at the start of a regular workday.

10.7 Between the hours of 8:00 p.m. and 6:00 a.m., an employee shall be entitled to an opportunity for six (6) hours rest of which four (4) hours will be consecutive. If because of duty or emergency work the rest period is reduced, an employee will be allowed to absent himself/herself to rest for the period of time necessary to amount to the equivalent of six (6) hours, and if

this extends into his/her scheduled work hours, he/she shall be excused from that portion of his/her scheduled hours, and lose no pay for such excused time.

10.8 Scheduled overtime opportunity will be distributed as equitably as practicable over a reasonable period of time among the employees within the classification who regularly perform the class of work being done.

10.9 All overtime work must be determined and authorized by a designated representative of City management.

10.10 There shall be no pyramiding of overtime pay for the same hours worked.

10.11 A designated employee of the Water and Waste Water Treatment Plants will be required to perform check stops at his/her respective facility on Saturday and Sunday. The compensation for the check stops will be Twenty-five Dollars (\$25.00) per pay period, per employee. Such employees are responsible to note the check stop on his/her own time sheet. If the employee fails to do so, he/she will not be eligible for compensation for the check stop during that pay period.

10.12 When an employee is called out on the weekend for duty other than the check stop, such employee will be paid as required under the applicable provisions of this Agreement.

10.13 An employee required to work standby will begin duty on Friday at 8:00 a.m. and end duty the following Friday at the same time. Standby duty requires the employee to carry a pager and to be within the City limits twenty-four (24) hours per day for a period of seven (7) days. The employee will respond immediately

to a call from the Sheriff's Department, City Personnel, or citizens. The employee will be required to make a check stop at City facilities on both Saturday and Sunday. The compensation for standby duty will be \$75.00 for each week of standby duty.

10.14 An employee who is called to work more than two (2) hours before his/her scheduled starting time, or who is required to work for a period longer than three (3) hours beyond the scheduled quitting time which causes the employee to miss a meal shall be entitled to a meal of reasonable expense furnished or paid for by the City and to an additional meal for each additional six (6) hours worked thereafter. Such meal periods will be taken at reasonable times designated by the City. Meals furnished under this provision shall be eaten on the employee's own time.

10.15 The City will not require employees covered by this Agreement to work out of doors during unreasonable weather conditions unless such work is necessary to protect life or property or maintain service to the public.

10.16 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the City from time to time to meet the City's legitimate requirements. It is also understood and agreed that the City shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the City, provided, however, that employees will be given five (5) days notice of such changes when possible; and provided further:

- (a) That if the normal eight (8) hour workday for Street Department employees is changed to commence prior to their normal starting time (7:00 a.m.) for the purpose of sweeping streets or washing streets, three (3) days notice will be given.
- (b) That if the normal eight (8) hour workday for Street Department employees is changed to commence prior to their normal starting time (7:00 a.m.) for the purpose of snow removal, four (4) hours notice will be given.
- (c) Hours worked by the Street Department employees prior to the normal starting time (7:00 a.m.) will be paid at the overtime rate of time and one-half the employee's scheduled rate.

10.17 Overtime may be compensated for in compensatory time off in lieu of overtime payment. The decision to pay overtime in cash or compensatory time rests with the employee. A request for payment as compensatory time must be made with the employee's immediate supervisor. A failure to request payment as compensatory time in writing shall be deemed to be an election to be paid in cash. Compensatory time can only be accumulated to forty (40) hours; any hours over forty (40) will be paid out in cash. Payout of compensatory time shall be made only upon two (2) weeks notice. Compensatory time off shall be granted upon request, subject to the approval of the employee's immediate supervisor. Any compensatory time not used by June 30 of each year will be paid out in cash.

ARTICLE XI

Wages

11.1 When it is necessary for an employee to work away from the area normally served by the City, the City will pay the actual,

reasonable and necessary lodging and meal expense upon presentation of a receipt for such expenses.

11.2 Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with Exhibit "A" of this Agreement, attached hereto and made a part hereof by reference, for the performance of the duties of the classification and incidental duties. The parties agree that each employee has the responsibility to carry out assignments in the job classification in which he/she is working either alone or together with other employees consistent with safety.

11.3 Regular pay periods shall be for two (2) full weeks, ending on Saturday. Checks shall be issued the following Tuesday unless either it or the preceding Monday falls on a holiday, then Wednesday. If both Monday and Tuesday are holidays, paychecks will be issued on Thursday.

ARTICLE XII

Holidays

12.1 Subject to and in accordance with the provisions of this Article, regular employees who have completed their probationary period and who are on the active payroll full time shall receive holiday pay at their regular hourly rate of pay, computed on the basis of their regularly scheduled workday, for the following holidays:

New Year's Day
 President's Day
 Christmas Eve (1/2 Day)
 Christmas Day
 New Years Eve (1/2 Day)
 Employee's Birthday

Thanksgiving Day
 Day after Thanksgiving
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day

12.2 When any of the aforementioned holidays fall on Saturday, the preceding Friday will be observed as the holiday, and when any of the aforementioned holidays fall on Sunday, the following Monday will be observed as the holiday.

12.3 At the request of management, or at the employee's request with management's approval, the time of taking the birthday holiday may be varied two (2) weeks prior to the workweek in which the birthday holiday falls, or two (2) weeks after the workweek in which the birthday falls.

12.4 When an eligible employee's vacation period includes a holiday(s), he/she will be entitled to one (1) extra day(s) vacation.

12.5 Regular employees shall be eligible for holiday pay only on the following basis:

- (a) The eligible employee must work as required on the holiday if so scheduled. An eligible employee scheduled to work but not reporting for work as required, shall receive no holiday pay. The eligible employee who works as required on any of the above-mentioned holidays will be paid holiday pay as set forth above, in addition to one and one-half (1 1/2) times his/her regular hourly rate of pay for hours worked on the holiday.
- (b) No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, and the entire first scheduled workday immediately following the holiday, except in the case of compensable sick leave under the terms of this Agreement.
- (c) No holiday pay shall be paid to any employee who has

performed no work during the week within which the holiday falls, except in the case of compensable sick leave under the terms of this Agreement.

- (d) No holiday pay shall be paid to any employee who has unexcused absence for more than 24 working hours in the 30 calendar days preceding the holiday.

ARTICLE XIII

Vacations

13.1 All full-time regular employees covered by this agreement shall be entitled to vacations each year in accordance with the following:

- (a) After one (1) year of employment, one (1) week.
- (b) After two (2) years of employment, two (2) weeks.
- (c) For each four year increment beyond the second year, an additional two (2) working days.

13.2 Vacation year shall be from the anniversary date of employment through the anniversary date of employment. An employee may carry forward 10 days of vacation from one vacation year to the next vacation year, but vacation time may not exceed regular vacation plus 10 days at any time during the year or the term of this contract.

13.3 Employees shall receive their regular rates of pay for their regular scheduled workweek for each week of vacation. Increments of vacation will be at the discretion of management.

13.4 The City will respect the wishes of the employees as to the time of taking vacations, subject to workload and needs of the City, and seniority will prevail when wishes conflict between two (2) or more employees within a classification.

13.5 Any employee who voluntarily quits his/her employment of the City shall be paid for any proportional vacation rights earned and unused as provided in this Agreement, but only if the employee has been in the continuous service of the City for at least one (1) full year and has given two (2) weeks advance written notice of his/her resignation.

ARTICLE XIV

Sick Leave - Other Leave

14.1 Temporary and part-time employees are not eligible to accrue sick leave benefits. All other employees shall accrue sick leave at a rate of one (1) day per month to a maximum of one hundred fifty (150) working days/1200 hours.

14.2 In the event of sickness or off-the-job injury, the employee will receive eight (8) hours straight time pay at the employee's regularly classified wage rate for each workday that he/she is sick or unable to work because of such sickness or injury to the extent of his/her earned sick leave credit; but not more than forty (40) hours of sick leave benefit at straight-time pay in any one week. Sick leave is in no way to be construed as additional vacation time.

14.3 Beginning January 1, 1993, a Wellness Incentive Bonus Plan will be in effect for employees who have accumulated the maximum hours (1200) at the start of any calendar year. This Plan will operate on a calendar year and be administered by the City. If an eligible employee uses two days or less of his/her sick leave during any calendar year as set forth above, such employee will

be entitled to receive a Wellness Incentive Bonus for the remaining unused ten (10) days of sick leave at 50% or five days (maximum) for a total of forty (40) hours. This Bonus will be payable to the employee during the first pay period in December of each year. If the employee uses more than two (2) days of his/her sick leave during the calendar year, the employee will not be eligible for a Wellness Incentive Bonus for that year.

14.4 Upon retirement or death (to his/her beneficiary), an employee will be paid for ten (10) percent of his/her accumulated but unused sick leave, provided he/she has ten (10) years continuous seniority with the City. In the alternative, upon retirement an employee may use 50% of accrued sick leave hours and convert to dollars at current rate of pay to be used for health insurance premiums as provided under section 16.7 of this agreement.

14.5 The granting of sick leave is subject to the following requirements:

- (a) Prompt notification. An employee who is to be absent on account of sickness or off-the-job injury shall notify his/her supervisor or the manager as early as practicable on the first day of such absence and in advance of his/her regular scheduled hour for reporting to work on each and every day of such sickness or injury when reasonably necessary.
- (b) Applications that require prior approval. Applications for sick leave for medical, dental, optical and chiropractic examinations or treatments shall be submitted to the department head accompanied with physician's recommendations, prior to the beginning of leave.
- (c) Medical Certificates. The City may require the employee to furnish a medical or dental certificate certifying that the employee was unable to work. In cases where a supervisor releases an employee from duty

because of illness, sick leave benefit for the balance of the workday is automatically allowed provided the employee is otherwise eligible for sick leave benefits.

- (d) Injury from outside employment. Sick leave benefits will not be available for any employee for injuries sustained by such employees while engaged in or employed by any business other than the City.
- (e) Abuse. Any employee found guilty of abusing the sick leave provisions contained in this Agreement shall be subject to discipline by the City. The Union may also discipline a member for abuse of the sick leave provisions contained in this Agreement.
- (f) Compensable injuries. Any employee who is hereafter injured and disabled while on duty and while obeying the safety rules of the City shall continue to be paid ninety percent (90%) of his/her regular straight time rate of forty (40) hours each week, but not, to exceed eighteen (18) weeks while his/her workers' compensation check and disability insurance check shall be deducted from his/her regular paycheck. If the period of disability for such an employee continues for more than or beyond the eighteen (18) weeks referred to above, then the Iowa State Compensation shall apply for the continuing period of disability. Absence from work due to job-incurred injury, as detailed in the foregoing paragraph, shall not be charged against the employee's sick leave credit. The use of accumulated sick leave shall apply after said eighteen (18) weeks less any payments made to them under Workers' Compensation. An employee absent from work due to a job-incurred injury, as described in this paragraph, shall continue to accumulate seniority during his/her absence due to injury for a period not to exceed twelve (12) months. If the employee recovers within twelve (12) months, the employee will be reinstated to his/her former position with full seniority rights, provided he/she is qualified as defined herein. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below him/her on the seniority list, unless otherwise mutually agreed upon between the Union and the City.
- (g) Doctor appointments. One (1) hour time may be granted for medical, dental or chiropractic appointments, if necessary.
- (h) Ill or injured members of the immediate family. Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family. Use of sick leave for purposes of

this Section is limited to 40 hours (5 working days) per year. Immediate family is defined as, and limited to the employee's spouse, children, grandchildren, foster children, step children, legal wards, parents, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.

14.6 In case of death or grave illness requiring hospitalization in a regular employee's immediate family, the employee upon request shall be granted a leave of absence without loss of pay for time off during regularly scheduled work hours; such time not to exceed three (3) consecutive calendar days. The employee's immediate family shall be understood to be: father, mother, sister, brother, wife, husband, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, and foster parents. In case of death of an employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law, such leave of absence shall not exceed one day. Under extenuating circumstances, this provision may be extended at the discretion of the City Administrator or his/her designee, without pay.

14.7 The City will grant the actual time up to one (1) day off with pay to attend a funeral or when requested to serve as a pall bearer.

14.8 Employees called to serve on jury duty or voluntary fire department service will be paid the difference in pay between the check received for such service and their regular pay. Employees shall show the check received for such service and the City will pay the difference.

14.9 Employees who require maternity leave shall, upon the advice of their physician, be granted a leave of absence for sufficient time to culminate the pregnancy. If the employee does not wish to return to work, notice will be given in accordance with the provisions of this Agreement. Seniority shall continue to accumulate during such leave of absence.

14.10 One employee of the City who may be duly delegated to transact business for the Union, other than with the City, which requires absence from duty, shall upon 48 hours written notice to his/her immediate supervisor and with the permission of the proper representatives of the City, be allowed an absence without pay for sufficient time, not to exceed three days per year, to transact such business. Permission will not be unreasonably denied.

14.11 Subject to the workload and needs of the City, regular full-time employees who have completed their probationary period will be allowed one (1) day personal business leave with pay each six (6) months period, i.e., July 1, to December 31, and January 1, to June 30; provided, however, that:

- (a) No personal leave day will be allowed the workday immediately preceding or immediately following any holiday or vacation period.
- (b) Written application for a personal leave day must be made to the City's designated representative at least ten (10) workdays prior to the requested leave date, except in case of emergency or by mutual agreement of the parties.
- (c) Personal leave days shall not accumulate.
- (d) No more than one (1) employee in each department shall be on personal leave the same day.

- (e) Personal business leave days shall be restricted to personal business that cannot otherwise be conducted during non-working hours, and cannot be used to extend vacations.

ARTICLE XV

Family and Medical Leave

15.1 An employee who has been employed for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve (12) month period may be granted unpaid leave for one or more of the following reasons:

1. Birth of son or daughter and in order to care for such son or daughter.
2. Placement of son or daughter with the employee for adoption or foster care.
3. To care for a spouse, son, daughter, or parent of the employee who has a serious health condition.
4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

15.2 A total of twelve (12) work weeks of leave during any twelve (12) month period may be granted under this policy. "Twelve-month period shall be that period of consecutive calendar months, or portions thereof, which begins with commencement of the first day of leave under the Family and Medical Leave Act and/or this Article." Such leave must be taken on a sustained or uninterrupted basis except that intermittent leave may be taken for serious health care of the employee, child, spouse, or parent.

15.3 The employee shall use all available paid leave time to which he or she is entitled prior to commencement of the unpaid

leave. The employee shall provide as much prior notice as possible, preferably a minimum of thirty (30) days.

15.4 The employee will be allowed to return to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited, however, additional benefits or seniority will not accrue during the absence.

15.5 Group health insurance benefits will be continued during an approved absence provided the employee continues to remit his or her share of the premium, if applicable.

15.6 Medical certification of a serious medical condition of the employee, spouse, parent, or child shall be required and a second opinion may be requested by the City at the City's expense.

15.7 For the purposes of this policy, health care provider shall be defined as a doctor of medicine or osteopathy, and anyone else designated by the Secretary of Labor to be capable of providing health care services.

15.8 Furthermore, serious health condition shall mean an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuous treatment by a health care provider.

ARTICLE XVI

Insurance

16.1 As presently applicable to eligible regular full-time employees covered by this Agreement, the City agrees to maintain

the existing insurance coverage or comparable coverage for the term of this Agreement, subject to and in accordance with the terms and conditions of the group contract of the insurer selected by the City. The City will continue to contribute a portion of the monthly premium cost for eligible regular full-time employees who have completed their probationary period and who are on the active payroll: For individual employee coverage only, the City will contribute 80% per month, employee will contribute 20%; for family coverage, the City will contribute 80% per month, employee will contribute 20%; and the City will deduct from the wages of each eligible employee the amount of the monthly premium in excess of that contributed by the City pursuant to this Agreement.

The employee shall pay the first \$250.00 of any deductible. Thereafter, the City shall pay any remaining deductible up to a maximum of \$2,250.00 for an individual and \$4,750.00 for a family. The City will not pay for any amount for any services after the deductible has been met and the City will not pay any amount caused by employee irresponsibility in compliance with any insurance policies. The City's sole responsibility is to pay the remaining deductible after the employee meets his/her responsibility as to payment of the first \$250.00.

The City agrees to assist the employee in any discrepancies he/she may have with the insurance provider. However, by providing assistance, the City shall not incur any liability or assume any responsibility of the employee. This statement will be amended to the Employee Handbook, at the inception of the new

Union Collective Bargaining Agreement (July 1, 2005). The City agrees to conduct an insurance review, a minimum of one time per year, with all insured employees participating. The City agrees to allow the local Union Representative the opportunity to review the City employee's self insurance fund, a minimum of one time per year.

16.2 It is understood and agreed that the City retains the right to change insurers or self-insure all or any of the present benefits as long as the level of benefits remains comparable.

16.3 Employees shall provide a mandatory second surgical opinion and be aware of hospital admissions scheduled on Friday, Saturday, or Sunday. This could cause extra expense and result in higher premiums for both parties.

16.4 It is understood and agreed that should an employee elect not to be covered under the City's insurance contract, the employee is not entitled to any reimbursement or extra compensation.

16.5 It is understood that the existing disability insurance coverage shall be discontinued and that the funds used for payment of premiums for this insurance shall be contributed to the Municipal Employee Insurance Deductible Fund, until the Fund balance is considered appropriate by management. The contribution to this fund shall not exceed the sum of \$7,000.00 per year.

16.6 The City agrees that upon retirement the employee may choose to stay on the City Health Insurance Plan until age 65. The

employee must pay the full premium amount from date of retirement to age 65.

16.7 If employee meets the requirements of Iowa Public Employees Retirement System rules for retirement, the employee may use 50% of accrued sick leave hours and convert to dollars at current rate of pay to be used for health insurance premiums.

Sick leave hours x 50% x rate of pay = available dollars for health insurance
EXAMPLE: 1200.00 x 50% x \$20.00 = \$12,000.00

16.8 This retirement health insurance plan only entitles the employee to the policy as offered by the health insurance provider.

16.9 The employee may choose the above option or 10% cash pay out of unused sick leave upon retirement.

ARTICLE XVI

General Provisions: Term of Agreement

17.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

17.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to

negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

17.4 It is understood that Union Members shall be covered under the terms of the City of Sibley's Employee Handbook, to the extent that the terms of the Employee Handbook are not in conflict with the Collective Bargaining Agreement, or in the event that a mandatory or permissive topic arises, in which case the Collective Bargaining Agreement shall control. Any changes to the Employee Handbook subject to negotiations with local Union No. 55, pursuant to Iowa Code section 20.9, shall be subject to negotiation.

17.5 This Agreement shall become effective July 1, 2005 and thereafter shall remain in full force and effect until June 30, 2008 and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement on or before September 1, 2007.

CITY OF SIBLEY, IOWA

LOCAL UNION NO. 55, IBEW

Greg T. Hill 12-20-04
Mayor Date

Donald Green
Business Manager Date

Al Gully 12-16-04
City Administrator Date

Steve DeKey 12-15-04
Chairman #55.13 Date

ATTEST:

Deanne Greis 12/20/04
City Clerk Date

8374:1-2005 finalagreement

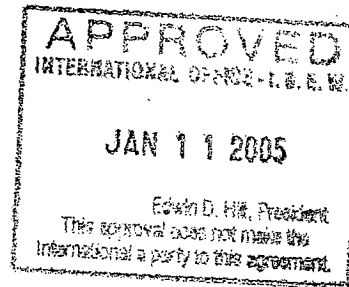


EXHIBIT "A"

JOB CLASSIFICATION	7-1-05	7-1-06	7-1-07
CHIEF LINEMAN-----	22.53	23.21	23.95
1st 6 Months-----	22.00	22.66	23.39
LINEMAN-----	21.50	22.15	22.86
4th 6 Months-----	20.62	21.24	21.92
3rd 6 Months-----	19.71	20.30	20.95
2nd 6 Months-----	18.84	19.41	20.03
1st 6 Months-----	17.95	18.49	19.08
PLANT OPERATOR/MAINT./			
LINEMAN-----	20.62	21.24	21.92
4th 6 Months-----	19.71	20.30	20.95
3rd 6 Months-----	18.84	19.41	20.03
2nd 6 Months-----	17.95	18.49	19.08
1st 6 Months-----	17.04	17.55	18.11
PLANT OPERATOR-----	19.71	20.30	20.95
4th 6 Months-----	18.84	19.41	20.03
3rd 6 Months-----	18.31	18.86	19.46
2nd 6 Months-----	17.61	18.14	18.72
1st 6 Months-----	17.04	17.55	18.11
WASTEWATER/WATER			
PLANT OPERATOR			
#3 License After 1 Year-	17.23	17.75	18.32
#2 License After 2 Years--	16.75	17.25	17.80
#2 License-----	16.44	16.93	17.47
#1 License-----	15.70	16.17	16.69
No License-----	14.61	15.05	15.53
3rd 6 Months-----	14.61	15.05	15.53
2nd 6 Months-----	13.68	14.09	14.54
1st 6 Months-----	12.16	12.52	12.92
STREET MAINT. MAN-----	15.27	15.73	16.23
4th 6 Months-----	14.99	15.44	15.93
3rd 6 Months-----	14.72	15.16	15.65
2nd 6 Months-----	14.05	14.47	14.93
1st 6 Months-----	13.38	13.78	14.22
REFUSE COLLECTOR-----	15.27	15.73	16.23
4th 6 Months-----	14.99	15.44	15.93
3rd 6 Months-----	14.72	15.16	15.65
2nd 6 Months-----	14.05	14.47	14.93
1st 6 Months-----	13.38	13.78	14.22
SUB-STREET FOREMAN-----	16.62	17.12	17.67
3rd 6 Months-----	15.90	16.38	16.90
2nd 6 Months-----	15.18	15.64	16.14
1st 6 Months-----	14.45	14.88	15.36